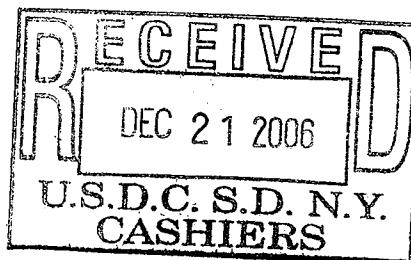


Duval & Stachenfeld LLP  
Attorneys for Plaintiff  
By: Allan N. Taffet, Esq. (AT-5181)  
Joshua C. Klein, Esq. (JK-4558)  
300 East 42<sup>nd</sup> Street  
New York, New York 10017  
Tel. No.: (212) 883-1700



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
DLJ MORTGAGE CAPITAL, INC.,

Plaintiff,

-against-

INFINITY HOME MORTGAGE COMPANY,  
INC.,

Defendant.  
----- X

**JUDGE BUCHWALD**

COMPLAINT

**06 Civ CV 15380**

ECF CASE  
(NRB) (THK)

Plaintiff DLJ Mortgage Capital, Inc. (hereinafter "DLJMC" or "plaintiff"), by its attorneys, Duval & Stachenfeld LLP, for its complaint against defendant Infinity Home Mortgage Company, Inc. ("Infinity" or "Defendant"), alleges as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over all claims based on diversity of citizenship pursuant to 28 U.S.C. § 1332. Plaintiff DLJMC is a Delaware corporation with its principal place of business in New York. Upon information and belief, Infinity is a New Jersey corporation with its principal place of business in New Jersey. The matter in controversy exceeds \$75,000.00, exclusive of interest and costs.

2. Venue is proper pursuant to 28 U.S.C. § 1391(a).

### **THE PARTIES**

3. Plaintiff DLJMC is a corporation organized and existing under the laws of the state of Delaware. DLJMC is a purchaser of mortgage loans and maintains its principal place of business in New York, New York.

4. Upon information and belief, defendant Infinity is a corporation organized and existing under the laws of the state of New Jersey. Upon information and belief, Infinity is a mortgage banker and maintains its principal place of business in Cherry Hill, New Jersey.

### **FACTUAL ALLEGATIONS**

#### **Infinity's Failure to Honor Its Obligations Under the Purchase Agreement**

5. On September 1, 2005, DLJMC and Infinity entered into a Seller's Purchase, Warranties and Interim Servicing Agreement (the "Purchase Agreement").

6. Under the Purchase Agreement, Infinity would originate and sell mortgage loans to DLJMC in accordance with the terms of the Purchase Agreement.

7. Pursuant to Section 3.05 of the Purchase Agreement, entitled "Repurchase of Mortgage Loans with Early Payment Defaults," Infinity agreed to repurchase from DLJMC certain mortgage loans as to which there occurred payment defaults within three months after the Closing Date (as defined in the Purchase Agreement) for such Mortgage Loans. Section 3.05 of the Purchase Agreement specifically provides as follows:

If (a) a Mortgagor is thirty (30) days or more delinquent with respect to any of the first three (3) Monthly Payments due to [DLJMC] on the related Mortgage Loan immediately following the applicable Closing Date . . . [Infinity], at [DLJMC's] option, shall promptly repurchase such Mortgage Loan from [DLJMC] within five (5) Business Days' of receipt of written notice from [DLJMC], in accordance with the procedures set forth in Section 3.03 hereof, however, any such repurchase shall be made at the Repurchase Price.

8. Thus, the Purchase Agreement expressly and unambiguously confers upon DLJMC the right to cause Infinity to repurchase, and imposes on Infinity the obligation to repurchase, at the Repurchase Price, any Early Payment Default Loans as to which DLJMC requests repurchase.

9. Pursuant to Section 3.02(v) of the Purchase Agreement, Infinity represented that each Mortgage Loan would contain an appraisal of the Mortgage Property performed by a Qualified Appraiser and that the appraisal and appraiser both would satisfy the requirements of Fannie Mae or Freddie Mac and Title XI of FIRREA. Section 3.02(v) of the Purchase Agreement specifically provides as follows:

The Mortgage File for each Mortgage Loan . . . contains an appraisal of the related Mortgaged Property signed prior to the final approval of the mortgage loan application by a Qualified Appraiser, who had no interest, direct or indirect, in the Mortgaged Property or in any loan made on the security thereof, and whose compensation is not affected by the approval or disapproval of the Mortgage Loan, and the appraisal and appraiser both satisfy the requirements of Fannie Mae or Freddie Mac and Title XI of FIRREA and the regulations promulgated thereunder, all as in effect on the date the Mortgage Loan was originated.

10. In the event Infinity were to breach any of the representations and warranties set forth in Section 3.02 of the Purchase Agreement, Section 3.03 of the Purchase Agreement provides, inter alia, that upon discovery of such a breach by Infinity or DLJMC that materially and adversely affects the value of the related Mortgage Loan or the interest of DLJMC in the related Mortgage Loan, the party discovering such breach shall give prompt written notice to the others. Further, Infinity would have a period of sixty (60) days from the earlier of the breach's discovery or its receipt of notice of any such breach within which to correct or cure such breach. If such breach was not corrected or cured within the sixty (60) day period, Infinity was obligated, at DLJMC's option, either to repurchase the Mortgage

Loan at the Repurchase Price or substitute a Mortgage Loan for the Defective Mortgage Loan. See Purchase Agreement, Section 3.03.

11. Further, pursuant to Section 8.01 of the Purchase Agreement, Infinity agreed to indemnify DLJMC for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees and expenses that DLJMC may sustain in any way related to Infinity's failure to observe and perform its duties, obligations, and covenants in strict compliance with the terms of the Purchase Agreement. See Purchase Agreement, Section 8.01.

12. DLJMC has performed and completed all of the terms and conditions required of it by the Purchase Agreement.

13. Infinity has breached the Purchase Agreement in several respects, including, but not limited to: (a) failing to repurchase loans due to Early Payment Defaults pursuant to Section 3.05 of the Purchase Agreement; and (b) failing to repurchase loans arising out of a breach of the representations and warranties set forth in Section 3.02(v) of the Purchase Agreement.

#### **The Chong Loan**

14. On or about December 27, 2005, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased a mortgage loan made to borrower Suen Lie Chong ("Chong") in the original amount of \$150,000.00 (the "Chong Loan"). The Chong Loan is evidenced by a Note in connection with the real property located at 2454 S. Darien Street, Philadelphia, Pennsylvania 19148.

15. In January, 2006, Chong failed to make the required monthly payment and became delinquent on the Chong Loan.

16. On March 21, 2006, DLJMC requested that Infinity repurchase the Chong Loan from DLJMC due to the early payment default under Section 3.05 of the Purchase Agreement. (Attached hereto as Exhibit A is a true and correct copy of DLJMC's March 21, 2006 repurchase request).

17. To date, Infinity has failed and refused to repurchase the Chong Loan from DLJMC.

**The Gibson Loan**

18. On or about December 1, 2005, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased a mortgage loan made to borrower Melvin Gibson ("Gibson") in the original amount of \$192,000.00 (the "Gibson Loan"). The Gibson Loan is evidenced by a Note in connection with the real property located at 221 Maple Avenue, Irvington, New Jersey 07111.

19. In January and February, 2006, Gibson failed to make the required monthly payments and became delinquent on the Gibson Loan.

20. On March 21, 2006, DLJMC requested that Infinity repurchase the Gibson Loan from DLJMC due to the early payment default under Section 3.05 of the Purchase Agreement. (Attached hereto as Exhibit B is a true and correct copy of DLJMC's March 21, 2006 repurchase request).

21. To date, Infinity has failed and refused to repurchase the Gibson Loan from DLJMC.

**The Valencia Loans**

22. On or about February 24, 2006, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased a mortgage loan made to borrower Catherine Valencia ("Valencia") in the original amount of \$62,400.00 (the "First Valencia Loan").

23. On or about February 27, 2006, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased a second mortgage loan made to Valencia in the original amount of \$249,600.00 (the "Second Valencia Loan" and together with the "First Valencia Loan," the "Valencia Loans").

24. The Valencia Loans are each evidenced by a Note in connection with the real property located at 105 Mallory Avenue, Jersey City, New Jersey 07304.

25. In March, 2006, Valencia failed to make the required monthly payments and became delinquent on the Valencia Loans.

26. On May 23, 2006, DLJMC requested that Infinity repurchase the Valencia Loans from DLJMC due to the early payment defaults under Section 3.05 of the Purchase Agreement. (Attached hereto as Exhibit C is a true and correct copy of DLJMC's May 23, 2006 repurchase request).

27. To date, Infinity has failed and refused to repurchase the Valencia Loans from DLJMC.

#### **The Acosta Loans**

28. On February 17, 2006, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased a mortgage loan made to borrower Adrian Acosta ("Acosta") in the original amount of \$408,000.00 (the "First Acosta Loan").

29. On February 21, 2006, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased a second mortgage loan made to Acosta in the original amount of \$102,000.00 (the "Second Acosta Loan" and together with the "First Acosta Loan," the "Acosta Loans").

30. The Acosta Loans are each evidenced by a Note in connection with the real property located at 162 Park Avenue, East Rutherford, New Jersey 07073.

31. In May, 2006, Acosta failed to make the required monthly payments and became delinquent on the Acosta Loans.

32. On July 28, 2006, DLJMC requested that Infinity repurchase the First Acosta Loan from DLJMC due to the early payment default under Section 3.05 of the Purchase Agreement. (Attached hereto as Exhibit D is a true and correct copy of DLJMC's July 28, 2006 repurchase request).

33. On August 30, 2006, DLJMC requested that Infinity repurchase the Second Acosta Loan from DLJMC due to the early payment default under Section 3.05 of the Purchase Agreement. (Attached hereto as Exhibit E is a true and correct copy of DLJMC's August 30, 2006 repurchase request).

34. To date, Infinity has failed and refused to repurchase the Acosta Loans from DLJMC.

#### **The Searles Loans**

35. On March 21, 2006, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased two mortgage loans made to borrower John Searles ("Searles") in the original amounts of \$264,000.00 (the "First Searles Loan") and \$16,500.00 (the "Second Searles Loan").

36. The First and Second Searles Loans are each evidenced by a Note in connection with the real property located at 201 21<sup>st</sup> Street, Irvington, New Jersey 07111.

37. On April 13, 2006, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased a third mortgage loan made to Searles in the original amount of \$265,600.00 (the "Third Searles Loan").

38. The Third Searles Loan is evidenced by a Note in connection with the real property located at 333 21<sup>st</sup> Street, Irvington, New Jersey 07111.

39. On April 21, 2006, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased a fourth mortgage loan made to Searles in the original amount of \$292,000.00 (the "Fourth Searles Loan" and together with the "First Searles Loan," the "Second Searles Loan," and the "Third Searles Loan," the "Searles Loans").

40. The Fourth Searles Loan is evidenced by a Note in connection with the real property located at 358 21<sup>st</sup> Street, Irvington, New Jersey 07111.

41. In May, 2006, Searles failed to make the required monthly payments and became delinquent on the Searles Loans.

42. On July 21, 2006, DLJMC requested that Infinity repurchase the First Searles Loan, the Third Searles Loan and the Fourth Searles Loan from DLJMC due to the early payment defaults under Section 3.05 of the Purchase Agreement. (Attached hereto as Exhibit F is a true and correct copy of DLJMC's July 21, 2006 repurchase request).

43. On August 30, 2006, DLJMC requested that Infinity repurchase the Second Searles Loan from DLJMC due to the early payment default under Section 3.05 of the Purchase Agreement. (Attached hereto as Exhibit G is a true and correct copy of DLJMC's August 30, 2006 repurchase request).

44. To date, Infinity has failed and refused to repurchase the Searles Loans from DLJMC.

#### **The Langford Loan**

45. On or about May 17, 2006, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased a mortgage loan made to borrower Monique Langford ("Langford") in the original amount of \$396,000.000 (the "Langford Loan"). The Langford Loan is evidenced by a Note in connection with the real property located at 29 North 7<sup>th</sup> Street, Newark, New Jersey 07107.



46. In June and July, 2006, Langford failed to make the required monthly payments and became delinquent on the Langford Loan.

47. On September 29, 2006, DLJMC requested that Infinity repurchase the Langford Loan from DLJMC due to the early payment defaults under Section 3.05 of the Purchase Agreement. (Attached hereto as Exhibit H is a true and correct copy of DLJMC's September 29, 2006 repurchase request).

48. To date, Infinity has failed and refused to repurchase the Langford Loan from DLJMC.

**The Simpson Loan**

49. On or about July 21, 2006, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased a mortgage loan made to borrower Michael Simpson ("Simpson") in the original amount of \$35,250.00 (the "Simpson Loan"). The Simpson Loan is evidenced by a Note in connection with the real property located at 104 South 13<sup>th</sup> Street, Newark, New Jersey 07107.

50. In August and September, 2006, Simpson failed to make the required monthly payments and became delinquent on the Simpson Loan.

51. On October 24, 2006, DLJMC requested that Infinity repurchase the Simpson Loan from DLJMC due to the early payment defaults under Section 3.05 of the Purchase Agreement. (Attached hereto as Exhibit I is a true and correct copy of DLJMC's October 24, 2006 repurchase request).

52. To date, Infinity has failed and refused to repurchase the Simpson Loan from DLJMC.

**The Wilson Loans**

53. On or about December 28, 2005, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased a mortgage loan made to borrower Lamarr Wilson ("Wilson") in the original amount of \$360,000.00 (the "First Wilson Loan").

54. On or about December 29, 2005, pursuant to the Purchase Agreement, Infinity sold and DLJMC purchased a second mortgage loan made to Wilson in the original amount of \$67,500.00 (the "Second Wilson Loan" and together with the "First Wilson Loan," the "Wilson Loans").

55. The Wilson Loans are each evidenced by a Note in connection with the real property located at 654 South 15<sup>th</sup> Street, Newark, New Jersey 07103 (the "Wilson Property").

56. Subsequent to the purchasing of the Wilson Loans, DLJMC discovered that the original appraisal amount for the Wilson Property was defective and resulted in the Wilson Property being overvalued by approximately \$100,000.00.

57. Indeed, an independent appraisal conducted by DLJMC revealed a Current Market Value for the Wilson Property of \$355,000.00, and did not support the original appraisal of \$455,000.00.

58. The defect in the original appraisal constitutes a breach of Section 3.02(v) of the Purchase Agreement.

59. On May 2, 2006, DLJMC requested, pursuant to Section 3.03 of the Purchase Agreement, that Infinity repurchase the Wilson Loans from DLJMC due to Infinity's breach under Section 3.02(v) of the Purchase Agreement. (Attached hereto as Exhibit J is a true and correct copy of DLJMC's May 2, 2006 repurchase request).

60. To date, Infinity has failed and refused to repurchase the Wilson Loans from DLJMC.

**FIRST CLAIM FOR RELIEF**  
**(Breach of Contract)**

61. Plaintiff DLJMC realleges paragraphs 1 through 60 of this complaint as if fully set forth herein.

62. Pursuant to Section 2.01 of the Purchase Agreement, Infinity agreed to sell, and DLJMC agreed to purchase, the subject mortgage loans and the servicing rights related to those subject mortgage loans.

63. Pursuant to Section 3.05 of the Purchase Agreement, Infinity agreed that “[i]f (a) a Mortgagor is thirty (30) days or more delinquent with respect to any of the first three (3) Monthly Payments due to [DLJMC] on the related Mortgage Loan immediately following the applicable Closing Date . . . . [Infinity], at [DLJMC’s] option, shall promptly repurchase such Mortgage Loan from [DLJMC] within five (5) Business Days’ of receipt of written notice from [DLJMC][.]”

64. Additionally, pursuant to the Purchase Agreement, Infinity represented that “[t]he Mortgage File for each Mortgage Loan . . . contains an appraisal of the related Mortgage Property signed prior to the final approval of the mortgage loan application by a Qualified Appraiser, who had no interest, direct or indirect, in the Mortgaged Property or in any loan made on the security thereof, and whose compensation is not affected by the approval or disapproval of the Mortgage Loan, and the appraisal and appraiser both satisfy the requirements of Fannie Mae or Freddie Mac and Title XI of FIRREA and the regulations promulgated thereunder, all as in effect on the date the Mortgage Loan was originated.” See Purchase Agreement, Section 3.02(v).

65. Pursuant to Section 3.03 of the Purchase Agreement, Infinity agreed to correct or cure any breach under section 3.02 within a period of sixty (60) days from the earlier of Infinity's discovery or its receipt of notice of such breach.

66. DLJMC has requested that Infinity repurchase the Chong Loan, Gibson Loan, Wilson Loans, Valencia Loans, Acosta Loans, Searles Loans, Langford Loan and Simpson Loan due to their respective violations of the Purchase Agreement, as set forth in paragraphs 14 through 60 above. The amount due to repurchase these Loans, as of December 15, 2006, is \$3,000,825.79.

67. Infinity has failed and refused to repurchase the Chong Loan, Gibson Loan, Wilson Loans, Valencia Loans, Acosta Loans, Searles Loans, Langford Loan and Simpson Loan in violation of the terms of the Purchase Agreement.

68. DLJMC has performed its obligations under the Purchase Agreement.

69. As a direct, proximate and actual result of Infinity's breach of its obligations to repurchase the Chong Loan, Gibson Loan, Wilson Loans, Valencia Loans, Acosta Loans, Searles Loans, Langford Loan and Simpson Loan, DLJMC has suffered damages in an amount to be determined at trial, but which is not less than \$3,000,825.79 as of December 15, 2006.

**SECOND CLAIM FOR RELIEF**  
**(Unjust Enrichment)**

70. Plaintiff DLJMC realleges paragraphs 1 through 69 of this complaint as if fully set forth herein.

71. For each of the loans at issue, Infinity received payment from DLJMC when it purchased the loans.

72. Infinity now has wrongfully refused to repurchase the Chong Loan, Gibson Loan, Wilson Loans, Valencia Loans, Acosta Loans, Searles Loans, Langford Loan and Simpson Loan, causing DLJMC to lose the use of those moneys due and owing, and requiring DLJMC to incur attorneys' fees to recover these costs due under the Purchase Agreement. It would be unjust and inequitable to allow Infinity to benefit in this manner.

73. By reason of the foregoing, Infinity has been unjustly enriched at the expense of DLJMC, and DLJMC has suffered damages in an amount to be established at trial.

**THIRD CLAIM FOR RELIEF**  
**(Indemnification – Legal Fees and Related Costs)**

74. Plaintiff DLJMC realleges paragraphs 1 through 73 of this complaint as if fully set forth herein.

75. Pursuant to Section 8.01 of the Purchase Agreement, Infinity agreed to indemnify DLJMC for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that DLJMC may sustain in any way related to Infinity's failure to observe and perform its duties, obligations, and covenants in strict compliance with the terms of the Purchase Agreement. See Purchase Agreement, Section 8.01.

76. Infinity's indemnification obligation expressly includes the legal fees and related costs and any other costs, fees and expenses that DLJMC may sustain in connection with Infinity's failure to observe and perform its obligation to repurchase the Chong Loan, Gibson Loan, Wilson Loans, Valencia Loans, Acosta Loans, Searles Loans, Langford Loan and Simpson Loan, including, but not limited to, the attorneys' fees and other expenses incurred in this action.

77. Infinity is therefore liable to DLJMC for all of DLJMC's legal fees and related costs, and all other costs, fees and expenses that DLJMC has incurred, is incurring and will incur in connection with Infinity's failure to observe and perform its obligation to repurchase the Chong Loan, Gibson Loan, Wilson Loans, Valencia Loans, Acosta Loans, Searles Loans, Langford Loan and Simpson Loan.

**PRAYER FOR RELIEF**

WHEREFORE, plaintiff DLJMC respectfully requests judgment against Infinity as follows:

A. Ordering Infinity to repurchase the Chong Loan, Gibson Loan, Wilson Loans, Valencia Loans, Acosta Loans, Searles Loans, Langford Loan and Simpson Loan for the amount of \$3,000,825.79 as of December 15, 2006, plus interest;

B. Awarding DLJMC its attorneys' fees and related costs, and all other costs, fees and expenses that DLJMC has incurred, is incurring and will incur in this action in connection with Infinity's failure to observe and perform its obligations to repurchase the Chong Loan, Gibson Loan, Wilson Loans, Valencia Loans, Acosta Loans, Searles Loans, Langford Loan and Simpson Loan; and

C. Granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
December 21, 2006

Duval & Stachenfeld LLP  
Attorneys for Plaintiff  
DLJ Mortgage Capital, Inc.

By: 

Allan N. Taffet, Esq. (AT-5181)  
Joshua C. Klein, Esq. (JK-4558)  
300 East 42<sup>nd</sup> Street  
New York, New York 10017  
Tel. No.: (212) 883-1700

## **EXHIBIT A**

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## By Overnight Courier

March 21, 2006

Mr. Michael Jaconelli  
Infinity Home Mortgage Company, Inc.  
1934 Olney Ave  
Cherry Hill, NJ, 08003

## RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Jaconelli:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Sservicing Agreement, dated as of September 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Infinity Home Mortgage Company, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$354,084.00. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on March 28, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #: 021-000-089  
Account: DLJ Mortgage Capital, Inc.  
Account #: 30489038  
Attn: Frederick Hahn  
Ref: Infinity Home Mortgage Company, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$73.48 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.



If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner  
cc: - David Greif

Per Item for repairable after settlement date: 573.40

## **EXHIBIT B**

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## By Overnight Courier

March 21, 2006

Mr. Michael Jaconelli  
Infinity Home Mortgage Company, Inc.  
1934 Olney Ave  
Cherry Hill, NJ, 08003

RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Jaconelli:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of September 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Infinity Home Mortgage Company, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$354,084.00. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on March 28, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #: 021-000-089  
Account: DLJ Mortgage Capital, Inc.  
Account #: 30489038  
Attn: Frederick Hahn  
Ref: Infinity Home Mortgage Company, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$73.48 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: – Olivia Hafner  
cc: – David Greif

Par Derna (for repurchase after settlement due): 57346

## **EXHIBIT C**

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## By Overnight Courier

May 23, 2006

Mr. Michael Jaconelli  
Infinity Home Mortgage Company, Inc.  
1934 Olney Ave  
Cherry Hill, NJ, 08003

## RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Jaconelli:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of September 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Infinity Home Mortgage Company, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$327,082.60. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on May 31, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #: 021-000-089  
Account: DLJ Mortgage Capital, Inc.  
Account #: 30489038  
Attn: Frederick Hahn  
Ref: Infinity Home Mortgage Company, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$82.33 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.



If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner  
cc: - Admin Admin

DLJ Mortgage Capital, INC.  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-3623

Purchaser: Infinity Home Mortgage Company, Inc.

Issue Date: N/A - Actual  
Settlement Date: May 31, 2006

DLJMC Loan #	Service Loan #	Prior Service Loan #	Seller Loan #	Name	Settlement Date	Service Sector	Acct/Dtls	Balance	Next Due Date	Note Rate	Daily Interest	Days Interest To Maturity	Total Interest	Repurchase Price	Repurchase of Premium	Total Due DLJMC Loan Status	Reason For Repurchase
500657395	9107129		500657395	VALENCIA	02/22/06	FARM	04/30/06	\$249,500.00	03/01/06	9.5000	\$59.93	120	\$7,072.00	103.0000	\$7,498.00	\$254,468.00	60 Days Late for Mar
500657459	1821147		500657459	VALENCIA	02/24/06	WASHR	04/30/06	\$92,400.00	03/01/06	13.5000	\$23.40	120	\$2,808.00	95.3375	\$2,205.40	\$92,962.60	60 Days Late for Mar
								\$312,200.00			\$82.33		\$9,880.00		\$5,292.60		

The Following are DLJ Mortgage Capital, Inc. writing instructions:

CHBank NYC  
ABA : 021-000-088  
A/C : 34496154  
A/C: DLJ Mortgage Capital, Inc.  
Reference: Infinity Home Mortgage Company, Inc.  
Attn: Rick Hahn

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.: \$327,062.60

In addition to the foregoing, please note that you (the Purchaser) shall be responsible to reimburse the Seller for  
certain other corporate and service advances related to the loans at the time of the settlement transfer.

Per Debit, for repurchase after settlement date: \$52.33

## **EXHIBIT D**

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

**By Overnight Courier**

July 28, 2006

Mr. Michael Jaconelli  
Infinity Home Mortgage Company, Inc.  
1934 Olney Ave  
Cherry Hill, NJ, 08003

**RE: Repurchase of Mortgage Loans With Early Payment Defaults**

Dear Mr. Jaconelli:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of September 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Infinity Home Mortgage Company, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$425,539.81. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on August 04, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #: 021-000-089  
Account: DLJ Mortgage Capital, Inc.  
Account #: 30489038  
Attn: Frederick Hahn  
Ref: Infinity Home Mortgage Company, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$84.87 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Rick Hahn

cc: – Olivia Hafner  
cc: – David Greif

DLJ Mortgage Capital, Inc.  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-3629

Purchaser: Infinity Home Mortgage Company, Inc.

Issue Date: N/A - Actual

August 4, 2006

DLJMC Loan #	Service Loan #	Prior Service Loan #	Subj Loan #	Name	Settlement Date	Service Date	As of Date	Balance	Next Due Date	Next Due Rate	Daily Interest	Days Interest To Repurchase	Total Interest	Repurchase Price	Repayment Premium	Total Due DLJMC Loan Status	Reason For Repurchase
--------------	-------------------	----------------------------	----------------	------	--------------------	-----------------	------------	---------	------------------	------------------	-------------------	-----------------------------------	-------------------	---------------------	----------------------	-----------------------------	--------------------------

50057885	126027867	9102460	500578650	ACOSTA	02/7/06	WELLS	06/30/06	\$407,792.51	05/01/06	7.5000	\$54.67	123	\$10,439.43	101.8920	\$7,707.87	\$425,539.81	90 days late for May
----------	-----------	---------	-----------	--------	---------	-------	----------	--------------	----------	--------	---------	-----	-------------	----------	------------	--------------	----------------------

\$407,792.51

\$54.67

\$10,439.43

\$7,707.87

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.: \$425,539.81

The following are DLJ Mortgage Capital, Inc. wiring instructions:  
Citibank NYC  
ABA: 021-000-010  
ACC: 30489008  
ACC: DLJ Mortgage Capital, Inc.  
Reference: Infinity Home Mortgage Company, Inc.  
Attn: Rick Heim

In addition to the foregoing, please note that you (the Purchaser) shall be responsible to reimburse the loan servicer for outstanding corporate and service advances related to the loans at the time of the servicing transfer.

Per DLJMC (for repurchase after settlement date):

\$54.67

## **EXHIBIT E**

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

**By Overnight Courier**

**August 30, 2006**

Mr. Michael Jaconelli  
Infinity Home Mortgage Company, Inc.  
1934 Olney Ave  
Cherry Hill, NJ, 08003

**RE: Repurchase of Mortgage Loans With Early Payment Defaults**

Dear Mr. Jaconelli:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of September 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Infinity Home Mortgage Company, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$125,026.27. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on September 07, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #:021-000-089  
Account:DLJ Mortgage Capital, Inc.  
Account #:30489038  
Attn:Frederick Hahn  
Ref: Infinity Home Mortgage Company, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$42.41 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.



If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner  
cc: - David Greif

DLJ Mortgage Capital, Inc.  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-3629

Purchaser: Infinity Home Mortgage Company, Inc.

Issue Date: N/A - Actual

Settlement Date: September 7, 2008

DLJMC Loan #	Sample Loan #	Other Sample Loan #	Seller Loan #	Name	Settlement Date	Service	As of Date	Balance	Next Due Date	Next Due	Days to Maturity	Days Interest To Maturity	Total Repurchase Price	Repurchase Price Premium	Signature of	Total Due DLJMC on Settle	Reason For Repurchase
50067488	153062		50067386	ACOSTA	02/21/06	WILSHR	07/21/06	\$101,950.38	06/01/06	12,7500	58.11	156	\$5,682.78	100.1125	814.69	\$107,697.83	90 Days Late for May
50069364	1531351		50069364	SEARLES	03/21/06	WILSHR	07/21/06	\$16,500.00	06/01/06	13,7500	38.30	156	\$983.13	99.0025	\$154.59	\$17,028.44	90 Days Late for May
								\$118,450.38			\$92.41		\$6,665.91				

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.: \$125,028.27

The Following are DLJ Mortgage Capital, Inc. writing instructions:  
Citibank NYC  
ABA: 021-000-016  
A/C: 30489025  
A/C: DLJ Mortgage Capital, Inc.  
Reference: Infinity Home Mortgage Company, Inc.  
John Rick Hahn

In addition to the foregoing, please note that you (the Purchaser) shall be responsible to reimburse the loan servicer for outstanding corrections and errors submitted related to the loans at the time of the scheduled payment.

Pay them for repurchase after settlement date:

\$92.41

## **EXHIBIT F**

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## By Overnight Courier

July 21, 2006

Mr. Michael Jaconelli  
Infinity Home Mortgage Company, Inc.  
1934 Olney Ave  
Cherry Hill, NJ, 08003

## RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Jaconelli:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of September 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Infinity Home Mortgage Company, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$848,666.84. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on July 31, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #: 021-000-089  
Account: DLJ Mortgage Capital, Inc.  
Account #: 30489038  
Attn: Frederick Hahn  
Ref: Infinity Home Mortgage Company, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$194.18 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri Catis

cc: - Olivia Hafner  
cc: - David Greif

DLJ Mortgage Capital, Inc.  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-5629

Purchaser: Infinity Home Mortgage Company, Inc.

Issue Date: N/A - Actual  
Settlement Date: July 31, 2006

DLJMC Loan #	Service Loan #	Prior Service Loan #	Seller Loan #	Name	Settlement Date	Service Date	As of Date	Balance	Next Due Date	Orig Date	Daily Interest	Days Interest To Repurchase	Total Interest	Repurchase Price	Receipts of Premium	Total Due DLJMC Loan Status	Reason For Repurchase
500683917	9156415		500683917	SEARLES	03/21/06	FAIRBK	06/30/06	\$244,000.00	09/01/06	8,4500	\$80.50	120	\$7,260.00	100.4308	\$1,137.91	\$272,397.91	60 Days Late for May
500720804	9257403		500720804	SEARLES	04/13/06	FAIRBK	06/30/06	\$265,500.00	06/01/06	8,4000	\$82.71	120	\$7,825.33	100.5659	\$1,555.86	\$274,581.22	60 Days Late for May
500720875	9273905		500720875	SEARLES	04/21/06	FAIRBK	06/30/06	\$252,000.00	06/01/06	8,7500	\$70.87	120	\$8,516.67	100.5670	\$1,071.84	\$261,568.31	60 Days Late for May

\$271,500.00

\$104.19

\$27,302.00

\$3,764.94

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.: \$296,655.94

The Following are DLJ Mortgage Capital, Inc. wiring instructions:  
Citibank NYC  
ABA: 061-000-099  
ACC # 30499038  
N/C: DLJ Mortgage Capital, Inc.  
Reference Infinity Home Mortgage Company, Inc.  
Attn: Rick Helm

In addition to the foregoing, please note that you (DLJ Purchaser) shall be responsible to reimburse the loan servicer for  
guaranteeing deposits and interest advances related to the loans at the time of the respective transfer.

Per DLJ (for repurchase after settlement date): \$194.19

## **EXHIBIT G**

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

**By Overnight Courier**

**August 30, 2006**

Mr. Michael Jaconelli  
Infinity Home Mortgage Company, Inc.  
1934 Olney Ave  
Cherry Hill, NJ, 08003

**RE: Repurchase of Mortgage Loans With Early Payment Defaults**

Dear Mr. Jaconelli:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of September 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Infinity Home Mortgage Company, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$125,026.27. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on September 07, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #:021-000-089  
Account:DLJ Mortgage Capital, Inc.  
Account #:30489038  
Attn:Frederick Hahn  
Ref: Infinity Home Mortgage Company, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$42.41 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.



If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: - Olivia Hafner  
cc: - David Greif



## **EXHIBIT H**

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

**By Overnight Courier**

**September 29, 2006**

Mr. Michael Jaconelli  
Infinity Home Mortgage Company, Inc.  
1934 Olney Ave  
Cherry Hill, NJ, 08003

**RE: Repurchase of Mortgage Loans With Early Payment Defaults**

Dear Mr. Jaconelli:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of September 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Infinity Home Mortgage Company, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$407,857.88. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on October 06, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #:021-000-089  
Account:DLJ Mortgage Capital, Inc.  
Account #:30489038  
Attn:Frederick Hahn  
Ref: Infinity Home Mortgage Company, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$96.21 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call me at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Rick Hahn

cc: - Olivia Hafner

cc: - David Greif



## **EXHIBIT I**

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## By Overnight Courier

October 24, 2006

Mr. Michael Jaconelli  
Infinity Home Mortgage Company, Inc.  
1934 Olney Ave  
Cherry Hill, NJ, 08003

## RE: Repurchase of Mortgage Loans With Early Payment Defaults

Dear Mr. Jaconelli:

Pursuant to Section 3.05 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of September 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Infinity Home Mortgage Company, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$36,655.62. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the agreement.

Section 3.05 of the Agreement requires the Seller to repurchase at the repurchase price, each loan with an early payment default (as described in such Section). The borrower's failure to pay certain monthly payments due under the Agreement for each of the loans listed on the attached Schedule A (the "Loans") violates the terms of Section 3.05 of the Agreement. The attached schedule B details the computation of the amount due. Borrower pay history and collector comments have also been enclosed to assist you in the review.

Accordingly, please wire the above funds on October 31, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #:021-000-089  
Account:DLJ Mortgage Capital, Inc.  
Account #:30489038  
Attn:Frederick Hahn  
Ref: Infinity Home Mortgage Company, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$11.26 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.



If have any questions or if you should require any additional information, please contact Ms. Olivia Hafner of our Client Management Group at 212-325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call Rick Hahn at (212) 538-1426 when the funds are wired to DLJMC and to discuss the return of the collateral files.

Sincerely,  
DLJ Mortgage Capital, Inc.

By: Demetri.E Catis

cc: -- Olivia Hafner  
cc: -- David Greif

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.:	\$38,605.63
---------------------------------------	-------------

## **EXHIBIT J**

# Credit Suisse Securities (USA) LLC

DLJ Mortgage Capital, Inc. • Eleven Madison Avenue, 4th Floor, New York, New York 10010-3629 • (212) 325-2000

## **By Overnight Courier**

May 02, 2006

Mr. Michael Jaconelli  
Infinity Home Mortgage Company, Inc.  
1934 Olney Ave  
Cherry Hill, NJ, 08003

## **RE: Representations and Warranties as to Individual Mortgage Loans**

Dear Mr. Jaconelli:

Pursuant to Subsection 3.03 of the Sellers Purchase, Warranties and Interim Servicing Agreement, dated as of September 01, 2005 (the "Agreement"), by and between DLJ Mortgage Capital, Inc. ("DLJMC") and Infinity Home Mortgage Company, Inc. (the "Seller"), please accept this letter as DLJMC's request for repurchase of the Loans (as defined herein) in the amount of \$444,659.03, for a breach of Subsection 3.02 of the Agreement, detailed on the attached loan schedule.

Accordingly, please wire the above funds on June 02, 2006 to DLJMC as follows:

Citibank  
New York, NY  
ABA #: 021-000-089  
Account: DLJ Mortgage Capital, Inc.  
Account #: 30489038  
Attn: Frederick Hahn  
Ref: Infinity Home Mortgage Company, Inc.

For a repurchase date after the above date, please increase the amount due DLJMC by \$102.75 per diem interest. In addition to the foregoing, the Seller shall reimburse the loan servicer for outstanding corporate and escrow advances related to the Loans at the time of the servicing transfer.

The attached schedule details the computation of the amount due. Also enclosed are the following documents to assist you with your review:

1. Borrower pay history and collector comments from DLJMC's loan servicers
2. Servicer liquidation statements (if applicable)
3. DLJMC's Quality Control review results with supporting documentation

Questions regarding DLJMC's Quality Control review should be directed to:

Mr. Bertram Hill at:  
Credit Suisse Securities (USA) LLC,

302 Carnegie Center,  
Princeton, NJ 08540  
or by telephone at (609) 627-5103  
or via e-mail at [bertram.hill@credit-suisse.com](mailto:bertram.hill@credit-suisse.com).

If have any questions or if you should require any additional information,  
please contact Ms. Olivia Hafner of our Client Management Group at 212-  
325-7624 or e-mail her at [olivia.hafner@credit-suisse.com](mailto:olivia.hafner@credit-suisse.com).

Please call me at (212) 538-1419 when the funds are wired to DLJMC and to  
discuss the return of the collateral files.

Sincerely,

DLJ Mortgage Capital, Inc.

By: Denise Hyman

cc: Bertram Hill  
cc: Olivia Hafner  
cc: Admin Admin

DLJ Mortgage Capital, INC.  
C/O Credit Suisse Securities (USA) LLC  
Eleven Madison Avenue - 4th Floor  
New York, NY 10010-3528

Purchaser: Infinity Home Mortgage Company, Inc.

Issue Date: N/A - Actual  
Settlement Date: June 2, 2006

CLM/C Loan #	Settlement Loan #	Settlement Loan #	Settlement Loan #	Home	Settlement Date	Settlement Service	As of Date	Balance	Next Due Date	Next Due Rate	Days Interest	Days Interest	Total Interest	Repurchase Price	Repurchase of Premium	Total Due DLJ/MC Loan #	Reason For Repurchase
500625033	889460	889460	500625033	WILSON	12/28/05	FARMER	02/01/06	\$58,794.51	04/01/06	8.1250	581.20	91	\$7,288.91	102.2419	\$8,425.33	5376,613.75	Appraisal Fraud, Section 302 (v)
600625061	1487475	600625061	600625061	WILSON	12/28/05	WILSON	02/01/06	\$67,455.64	04/01/06	11.5000	821.56	91	\$1,360.33	98.6000	-5507.28	589,008.23	Appraisal Fraud, Section 302 (v)

2

\$427,221.16

\$102.75

\$9,348.34

\$5,688.04

TOTAL DUE DLJ MORTGAGE CAPITAL, INC.:

\$444,850.00

The following are DLJ Mortgage Capital, Inc. wiring instructions:

Chabank NYC  
ABA: 021-000-089  
AC: 0344008  
DLJ Mortgage Capital, Inc.  
P.O. Box 1111  
New York, NY 10010-1111  
Attention: Rick Stein

In addition to the foregoing, please note that you (the Purchaser) shall be responsible to reimburse the loan servicer for

outstanding corporate and service charges related to the loan at the time of the scheduled transfer.

\$102.75